

North Linn CSD

North Linn EA

7/1/2006 6/30/2007

MASTER AGREEMENT

between

NORTH-LINN
EDUCATION ASSOCIATION

and

NORTH-LINN
BOARD OF DIRECTORS

Effective
July 1, 2006 – June 30, 2007

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PREAMBLE

The board of Directors of the North-Linn Community School District and the North-Linn Education Association recognize that the aim of the public school is to provide a quality education for children and youth of the District. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel, the parents of the students, and the community at large.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE 1 RECOGNITION

A. Unit

1. The board hereby recognizes the North-Linn Education Association, and affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for professional staff as set forth in the PERB certification instrument (Case No. 145) issued by the PERB on the 11th day of June, 1975.
2. The unit described in this certification is as follows: All professional employees including classroom teachers, guidance counselors, librarians, nurses and resource teachers; and excluding Superintendent, principals and all non-professional employees.

B. Definitions

1. The term “Board”, as used in this Agreement, shall mean the Board of Directors of the North-Linn Community School District or its duly authorized representatives.
2. The term “Association”, as used in this Agreement, shall mean the North-Linn Education Association or its duly authorized representative or agents.
3. The term “employee”, as use in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
4. The term “District”, as used in this Agreement, shall mean the North-Linn Community School district.

ARTICLE 2

GRIEVANCE PROCEDURE

A. Definitions

1. A “type 1 grievance” is a claim by an employee, group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
2. A “type 2 grievance” is any complaint outside this Agreement. Type 2 grievances may be processed through the third (3rd) step of this Article and will not be subject to binding arbitration.
3. A “grievant” is the employee or employees or the Association making the complaint.
4. A “party of interest” is the employee or employees making the complaint and any person(s) including the Association or the Board who might be required to take action, or against whom action might be taken, in order to resolve the complaint.
5. “Impartial binding arbitration” is the hearing and determination of a case in controversy by a person chosen by the parties, such determination to be final and binding upon the parties.

B. Purpose and Procedure

1. The purpose of this procedure is to secure, at the earliest possible time, equitable solutions to the problems which may from time to time arise. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any step of this procedure.
2. The number of days indicated at each step shall be considered as a maximum and every effort shall be made to expedite the process. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the grievance and shall act as a bar to further appeal. An Administrator’s failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next step. The time limits may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the grievant or his/her representative or the Association, and the Board and its representative(s) shall be conducted so as to result in no interference with or disruption of the instructional program and related work activities of the grievant or the professional staff.
4. All grievances must be presented within ten (10) working days of the date of occurrence of the event giving rise to the grievance.
5. Every employee or the Association shall have the right to present grievances in accordance with these procedures.

6. If a type 1 grievance is filed, the Board shall not be required to process the same claim or set of facts as a type 2 grievance. If a type 2 grievance is filed, the Board shall not be required to process the same claim or set of facts as a type 1 grievance.

C. First Step

An attempt shall be made to resolve any grievance through informal discussion between the grievant and his/her building principal. If requested by the grievant, an Association representative may be present at this informal discussion.

D. Second Step

1. If a grievance is not resolved informally at the first step, the grievant shall file the grievance in writing with the building principal within five (5) working days after the informal conference with said principal. The written grievance shall be on the form set forth in Schedule D. If more than one (1) building principal is involved, both shall receive copies of the grievance.
2. Within five (5) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the grievant and his/her representative, if requested, to discuss the grievance and attempt to resolve same.
3. The principal shall have the right to have a representative or designee at such meeting. The principal, or other Board representative, shall render such decision and communicate it in writing to the grievant, the Association and the Superintendent within ten (10) working days following the meeting between the principal and the grievant.

E. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the grievant, if he/she so desires, may file an appeal of the principal's answer within five (5) working days of said written decision with the Superintendent and/or his representative. Within ten (10) working days after the written grievance is filed, the grievant, the representative of the grievant, if desired, and the Superintendent and/or his/her designee shall meet in an attempt to resolve the grievance. The Superintendent and/or his/her designee shall file an answer within ten (10) working days of the third (3rd) step grievance meeting and communicate it in writing to the employee, the principal, and the representative of the employee and/or the Association.

F. Fourth Step

If the type 1 grievance is not resolved satisfactorily in the third (3rd) step, there shall be available a fourth (4th) step of impartial binding arbitration. If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within fifteen (15) working days. If a demand for arbitration is not filed within twenty (20) working days of the third (3rd) step reply, the grievance shall be deemed settled on the basis of the third (3rd) step answer. Type 1 (one) grievances which have been processed through the preceding steps of this procedure and only such type 1 (one) grievances shall be submitted to arbitration as provided here:

1. The grievant or his/her representative or the Association shall submit in writing a request to the Board to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by two (2) parties within five (5) working days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) arbitrators. This request shall be in the form of a written communication from either of the parties. The party determined by lot to have the right to remove the first name shall do so within two (2) working days, and the other party shall have one (1) additional working day to remove one (1) of the two (2) remaining names. The person whose name remains shall be the arbitrator.
2. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement and issues and type 1 (one) grievances arising hereunder.
3. The decision of the arbitrator shall be submitted in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decisions of the arbitrator shall be binding on the parties.
4. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the Board and the grievant or his/her representative.

G. Others

1. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the building principal and the processing of such grievance shall begin at the second (2nd) step. The Association may process the grievance through all remaining steps of this Article.
2. At any step of the grievance procedure either party may request the presence of any employee who is affected by the grievance. If the grievance affects a group of employees, the presence of any and/or all such employees may be requested.
3. Participation in the grievance procedure shall not subject any representative or member of the Association or any other participant to reprisals of any kind by reason of such participation.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps of this Article by the end of the school year and, if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the last day of school or within a maximum of thirty (30) days thereafter. This shall apply only to grievances formally filed in writing after April 30th, except by mutual agreement by the Board and the Association.

5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
6. Any grievant may be represented at all stages of the grievance procedure by himself/herself and/or at his/her option by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all steps as a party in interest and shall have the right to grieve any adjustment of the employee's complaint through any remaining steps of this grievance procedure if it believes such adjustment is inconsistent with, or contrary to, the provisions of this Agreement or in the case of a type 2 (two) grievance, any law, policy or practice governing or affecting the employees.
7. When it is necessary for a grievant or an Association representative to meet regarding a grievance during the working day said grievant and representative shall be released without loss of compensation.
8. All meetings and hearings held under the procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE 3

DUES AND PAYROLL DEDUCTIONS

1. Upon receipt of a lawfully executed written authorization (Schedule E) from an employee, which the employee may revoke at any time by giving thirty (30) days written notice, the Board agrees to deduct the regular monthly Association dues of such employee from his/her salary and remit such deductions within twenty (20) days to the official designated by the Association in writing to receive such deductions. The Association will notify the Board in writing of the exact amount of such regular membership dues to be deducted. The board shall deduct one-tenth (1/10th) of the total dues from each such employee's pay each month beginning in September and ending the next June. Initial request for dues deductions and an annual Association list of members who will be paying dues and the amount of the dues shall be filed with the Board Secretary, whenever possible, by September 5th and shall continue in effect from year to year unless revoked.
2. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgements brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Article.
3. Employees who begin deductions after September shall have the total dues pro-rated on the basis of the remaining months of employment.
4. Upon appropriate written authorization from the employee and approval by the Board, deductions shall be made from the salary of said employee for annuities, credit union (s), saving bonds, charitable donations, insurance or any other plans or programs and appropriate remittance shall be made of such deductions.

ARTICLE 4

WAGES AND SALARIES

A. Placement of Salary Schedule

1. Each employee shall be placed on his/her proper step of the appropriate salary schedule (Schedule A or C) as of the effective date of this Agreement and in accordance with paragraph 2. Any employee hired prior to the beginning of the second (2nd) semester of any school year shall be given full credit for one (1) year service toward the next increment step for the following year.
2. Credit up to ten (10) years of any salary level on Schedule A may be given for previous outside teaching experience in a duly accredited school upon initial employment. Determination shall be made by the Superintendent.

B. Advancement of Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on Schedule A for each year of service until maximum for their educational classification is reached. A year of service consists of employment under contract in the District for one (1) semester of consecutive working days or over fifty percent (50%) of the total working days in one (1) school year. The Board reserves the right to withhold the vertical increment increase in the event an employee is given an unsatisfactory evaluation, as per the evaluation procedures in Article 15 of this Agreement and upon recommendation by the Superintendent.

2. Educational Lanes

Employees on the regular salary schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Employee educational advancement on the salary schedule should only be for courses in his/her particular subject area and/or those in pursuit of an advanced degree. For an employee to advance from one (1) educational lane to another, advance approval shall be required from the Superintendent and the employee shall file Schedule F as suitable evidence of additional educational credit with the Superintendent no later than September 5th of the year in which he/she is eligible to move.

3. Workshop Credit

Equivalent college hours credit shall be given for salary schedule advancement according to these guidelines:

- a. Workshop credits must be requested and approved in advance in writing and in duplicate: one (1) copy for the principal and one (1) copy for the employee.

- b. Credit will not be given for clinics or workshops for which partial or all expenses are reimbursed by the Board.
- c. The workshop must be outside of the regular working day hours. In the event the only available section of the workshop would require the employee to leave the building before the end of the work day, the employee shall request of the building principal permission to leave after the need for student supervision is complete. In deciding whether to grant permission for the employee to leave early, the principal shall consider such factors as the relationship of the workshop with the employee's assignment in field of specialization and the travel time to the class.
- d. The workshop must be a minimum of six (6) clock hours.
- e. One (1) college credit will be given for each twelve (12) clock hours. Minimum credit will be one-half (1/2) hour.
- f. Verification or a summary must be submitted upon completion of the workshop.
- g. When Advancing from one (1) educational lane to the next higher educational lane, no more than six (6) hours may be accumulated by workshops in each advancement step.

C. Extra Compensation for Covering Classes

It is desirable for each employee to have an uninterrupted preparation period each day. The practice of using a regular employee as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. An employee shall be paid at 1/8th of the adopted sub rate per period or major fraction thereof. Such assignments for compensation shall be in writing from the principal or his/her designee.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. Each employee shall normally receive his/her pay check at his/her regular building and on regular working days unless otherwise designated by the employee.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall normally receive their pay checks on the last previous working day.

Employees who are new in the teaching profession may, at their option, elect to receive up to fifty percent (50%) of the first (1st) salary installment after the completion of the first (1st) ten (10) work days of employment. The balance of the contracted salary for that month shall be paid on the regular pay period date.

3. Summer Checks

Summer checks shall be mailed to the address designated by the employee.

4. Extended Contracts

Employees assigned additional duties under extended contracts shall be compensated at a per diem rate of his/her contracted salary.

E. Extracurricular Activities

1. Approved Activities

The extracurricular activities listed in Schedule B are official school-sponsored activities covered by school insurance.

2. Placement on Salary Schedule

Employees assigned to extracurricular activities for which compensation is given shall be placed on his/her proper step of the extracurricular compensation schedule (Schedule B) as of the effective date of this Agreement.

F. Expenses of Traveling Employees

1. The District's car shall be provided for an employee who is required to travel in the performance of his/her duties. In the event that the car is not readily available and the employee is required to use his/her personal vehicle, he/she shall be reimbursed at the rate prescribed by the Code of Iowa.
2. An employee who is assigned to more than one (1) building per day shall be reimbursed at the rate prescribed by the Code of Iowa for all driving done between arrival at the first (1st) location at the beginning of his/her work day and arrival at the second (2nd) location and return to the first (1st) location if such return is required.

ARTICLE 5

INSURANCE

A. Health and Major Medical*

The district will provide a section 125 plan. Each full-time employee will receive \$540.00 per month for the 2006 – 2007 school year (pro-rated for part-time). Each employee shall execute an annual election form for the benefits the employee wishes to select from the following benefits, subject to the provisions, terms and conditions of the district's salary reduction plan and the insurance policies and plans:

1. Health insurance
2. Dependent care expenses
3. Medical expenses not covered by insurance
4. Dental insurance
5. Additional salary (subject to FICA)

Employees must select a health insurance option and shall pay monthly costs for the dependent care and medical expenses options. Employees may use salary deduction to pay for the above options and/or any allowable options under Federal regulations.

The district will offer a dental plan with premium paid totally by the employee.

*effective September 1995

B. Long Term Disability Insurance

The Board agrees to provide each employee with Long Term Disability policy. Benefits provided by such policy will begin after a ninety (90) day waiting period from the date of disability.

C. Life Insurance

The Board agrees to provide each employee with a term life insurance policy in the amount of twenty thousand dollars (\$20,000.00). Employees may purchase additional insurance if allowed by the carrier.

D. School Liability

Employer-financed liability protection will be provided in accordance with Chapter 613A of the Code of Iowa.

E. Coverage

The Board-provided insurance programs shall be for twelve (12) consecutive months beginning the first (1st) day of the contract, or in the case of a new employee, the date coverage is available from the carrier after the employee starts to work.

All insurance benefits and coverage shall be subject to the rules, regulations and insurance policy terms of the insurance company providing such insurance. Coverage periods and date of premium payment necessary for such coverage shall be determined by the insurance carrier.

F. Description of Coverage

By September 30th the Board shall provide each employee with a description of the insurance coverage provided herein as provided by the company.

G. Selection of Carrier

All insurance carriers shall be selected by the Board. Whenever a change of insurance carrier is deemed necessary, the Board will notify the Association regarding the contemplated change of carrier. In selecting a new insurance carrier, the Board may consider any recommendations made by the Association regarding such selection.

H. Worker's Compensation

Absence due to injury or illness incurred in the course of and arising out of the employee's employment shall be covered by Worker's Compensation.

Upon request by the employee, the board shall pay the employee the difference between Worker's Compensation benefits and the employee's regular weekly salary beginning with the first (1st) day of such absence. The total of such salary payments will be charged against the employee's accumulated sick leave on a pro-rata basis.

I. Continuation

1. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual the previously mentioned benefits shall continue throughout the duration of the contract period.
2. Employees on paid leave shall continue to have Board contributions made according to the level described.
3. Employees on non-paid leave other than I.1 above for (1) month or longer shall have the option to continue any or all of the Board-paid programs by paying the premiums to the Board before the billing date, provided approval has been obtained from the insurance carrier.

ARTICLE 6
LEAVE OF ABSENCE

A. Sick Leave

1. a. Each full-time employee shall be granted fifteen (15) days leave of absence as prescribed by the statutes of Iowa for the first (1st) year of employment and for each subsequent year of employment for personal illness, injury or disability, as of the first (1st) official day of each employee's contract whether or not he/she reports for duty on that day.

b. If an employee is on extended contract he/she shall be entitled to one and one-half (1-1/2) additional sick leave days for each month of twenty (20) working days beyond the normal contract.

c. Each part-time employee shall be granted leave of absence on a pro-rated basis for the first (1st) year of employment and for each subsequent year of employment for personal illness, injury or disability as prescribed by the statutes of Iowa.
2. These amounts shall apply only consecutive years of employment in the District and unused portions may be accumulated to a maximum of one hundred twenty (120) days. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
3. An employee returning to work after an illness, injury or disability, whether or not sick leave benefits have been paid, may be required by the Board to undergo a medical examination to determine whether he/she is physically and mentally qualified to return to work. The cost of such examination, if required, shall be paid by the Board.
4. Two (2) days per year of absence in the case of hospitalization, surgery or illness of a member of the employee's immediate family (spouse, children, parent or legal dependent) will be allowed. Such leave does not accumulate from year to year.
5. All sick leave benefits shall be terminated and/or forfeited upon termination of employment for any reason except that of staff reduction (s).
6. When an employee will be absent from work he/she shall give notice to his/her principal or the person designated by the Superintendent or his/her designee shall be notified of the return of the employee.
7. Employees shall be given a written accounting of accumulated sick leave days not later than September 1st.

B. Personal Leave

1. Each employee shall be granted a maximum of two (2) days leave per year without loss of pay for the employee's personal use. If an additional day of personal use is needed an employee may trade 15 sick days to get one (1) additional personal day (one (1) per year). Any personal days not used by the employee shall be paid to the employee at the current sub rate or may accumulate up to six (6) days for family illness. If more family illness days are needed, employee may trade five (5) sick days to get one (1) family illness day. Family illness leave to include, but not limited to, spouse, child, sister, brother, parent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
2. The maximum accumulated leave prior to 1977-78 (two [2] days) which is unused after 1994-1995 may be carried forward.
3. Leave may be taken by employees as requested on a first come first serve basis with the following limitation in each building:
 - a. No more that the number of employees indicated below can be gone from a building on any one (1) day unless special approval from the Superintendent was granted to exceed the maximum. Authority for special approval to exceed the maximum could be delegated to the Principal by the Superintendent if the Superintendent so desired. The maximums are:
 1. high school – three (3) employees
 2. middle school – two (2) employees
 3. each elementary school – two (2) employees
 - b. Any personal leave days used during the 1999-00/00-01 contract years would first be charged against unused leave accumulated prior to 1977-78.
4. Request for personal leave must be filed with the Superintendent or his/her designee at least five (5) working days in advance of the date requested except in extenuating circumstance. The employee will be notified within a reasonable length of time the disposition of all such request.
5. Employees shall be given written accounting of accumulated personal and extended family illness leave days no later than September 1st.
6. In the event an employee is placed on staff reduction, the employee will maintain any accumulated personal and extended family illness leave days.
7. Personal leave may not be taken on scheduled in-service days subject to administrative approval.

C. Professional Leave

1. Professional leave for attendance at meetings, activities and/or other schools for the purpose of academic and/or extracurricular improvement shall be permitted at full pay if such

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attendance is approved by the Superintendent or his/her designee. Request for professional Leave must be filed in writing with the Superintendent or his/her designee at least ten (10) working days prior to the first day of anticipated attendance except in extenuating circumstances.

2. Employees shall be reimbursed for expenses related to such activities, provided a written request for reimbursement is submitted to and approved by the Superintendent or his/her designee prior to anticipated attendance at such activities

D. Bereavement Leave

In event of the death of a member of an employee's immediate family (spouse, child, sister, brother, parent, parent-in-law, legal dependent or legal guardian, such employee shall be granted up to five (5) days of leave with pay. Up to three (3) days leave with pay shall be granted in the event of the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild. In the event of the death of any relative or person of close personal relationship, up to one (1) day of leave with pay shall be allowed for attendance at the funeral. All such absences must be requested in advance from the Superintendent or his/her designee. The Superintendent or his/her designee shall have the power to extend these provisions in specific instance. The above leaves shall be for each such occurrence.

E. Jury Duty and Legal Leave

1. An employee who is called for jury duty or for a court appearance under subpoena shall be excused from work on the days on which he/she serves or is required to appear. He/she shall receive, for each day of jury duty or subpoenaed appearance, a day's pay less any amounts received by the employee from other sources for each such absence, provided the employee furnishes satisfactory evidence that jury duty was performed on that day (s) for which he/she claims payment. Cases involving an employee's personal matters and which are not school-related shall be excluded.
2. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of his/her working day if required.

F. Military Leave

1. If an employee is called into the armed forces either through the draft or as result of activation of a reserve unit, which includes annual training sessions, the following shall prevail:
 - a. Leave shall be without pay, except that if an employee is called to duty during the in-school work year, he/she shall be paid up to one (1) month on active duty or on annual training sessions.
 - b. The period of leave shall be for as long as the draft requires or the reserve unit is activated but does not include any re-enlistment period.

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- c. The period of military leave shall be counted on the salary schedule, except that any fractional part of the year less than half (1/2) year shall not be counted. Likewise, any portion of a year more than half (1/2) year shall be counted as a full year.
- d. When the period of military leave ends, the person returns under the following conditions:
 - (1) He/she shall be entitled to all the rights and benefits granted by appropriate federal and state law.
 - (2) The employee must make written application to the Superintendent or his/her designee for reinstatement within ninety (90) days after termination of military service.
2. Military leave is not granted in time of peace to any employee who voluntarily enlists in the armed forces. In the event of a declaration of war enlistees would be treated the same as draftees or active reservists. An employee may be granted two (2) days of paid leave per contract year in the event that a member of an employee's immediate family is reporting to or from military duty overseas or from an active war zone.

G. Association Leave

1. Up to fifteen (15) days shall be available for representatives of the Association to attend conferences, conventions or other activities of the local, state and national affiliated organizations.
2. The building principal shall be notified of the necessity for attending such meetings at least ten (10) days prior to the anticipated attendance whenever possible.
3. When a substitute is required the Association shall reimburse the Board for the cost of the substitute.
4. If release time is provided to employees for negotiation purposes, the Board shall pay the cost of any required substitutes.

H. Good Cause Leave

Other temporary leaves of absence with pay may be granted by the Superintendent or his/her designee for good cause.

I. Special Leave

1. For good and sufficient reasons, employees may be granted special leave of absence without pay for up to one (1) year upon special approval of the Superintendent or his/her designee. Approved reasons for such leave may include, but not necessarily be limited to, special circumstance such as child care, illness, disability or death of a member of the employee's immediate family, personal illness or disability of the employee after accumulated sick leave

- has been exhausted, serving in public office, or leave for the purpose of educational improvement of the employee. Reasons which may not be approved for extended leave could include, but not necessarily limited to, leave for the purpose of entering private business, extending vacation, or transacting business that could be performed outside of the employee's normal working day. Such leave may be renewed each year upon written request by the employee.
2. An employee who takes approved special leave shall retain any unused sick leave and/or personal leave benefits accumulated prior to taking such leave.
 3. An employee granted special leave has the right to continue group insurance programs by paying the premiums to the Board before the billing date provided approval has been obtained from the insurance carrier.

J. General Provisions on Leave of Absence

1. A leave of absence will not be granted for the purpose of allowing the employee to enter the employ of another employer or to enter into or engage in self-employments unless approved by the Board acceptance of any type of employment for wages or profit during a paid leave will be proper cause for discharge.
2. Failure of an employee to return to work at the end of an authorized leave of absence, or extension thereof, may terminate the employee's relationship with the Board, except under extenuating circumstances which the Board may require the employee to substantiate or unless the Board determines otherwise.
3. An employee on leave of absence may return to work prior to the expiration of his/her leave of absence upon approval by the Board. Such employee shall give the Board as much advance notice as possible for his/her early return to work.
4. All absences other than those enumerated under this Article may result in loss of pay.
5. An employee returning from leave shall return to the previously assigned building, grade level and/or subject area if possible. The assignment of any returning employee not returned to his/her previously assigned building, grade level and/or subject area shall have been processed through the transfer procedures set forth in Article 16 of this Agreement.
6. Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing Act. No provisions of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

ARTICLE 7

EMPLOYEE WORK YEAR

A. The In-School Work Year

1. the in-school work year for employees contracted on a nine and one-half (9 ½) month basis shall not exceed one hundred ninety one (191) days except in the case of new personnel who may be required to attend an additional two (2) days of orientation.
2. The in-school work year for employees contracted on a ten and one-half (10 ½) month basis shall not exceed two hundred eleven (211) days.
3. The in-school work year shall include days when pupils are in attendance, orientation days, in-service days, work days, any other days which employee attendance is required, and paid holidays.

B. Holidays

1. The contract for employees contracted on a nine and one-half (9 ½) month basis shall include six (6) holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and memorial Day.
2. The contract for employees on a ten and one-half (10 ½) month basis shall include six (6) holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and memorial Day.
3. No employee shall be required to perform duties on any of the previously listed holidays unless agreed to by the vote of the Association.

ARTICLE 8

EMPLOYEE HOURS AND DUTIES

1. An employee's normal working day shall consist of up to seven and three-fourths (7 $\frac{3}{4}$) hours per day, including a duty-free lunch period as scheduled by the principal. The starting and dismissal times, which may vary from center to center, shall be determined by the Board.
2. Employees shall adhere to the daily schedule and shall make no commitments which preclude or otherwise interfere with the performance of their assigned responsibilities. Requests for exceptions must be submitted to the principal or to his/her designee prior to the anticipated absence and/or late arrival or early departure. Employees shall not leave the building to which they are assigned during the normal working hours without approval of the principal, except that employees may leave the building during their lunch period provided that notification has been made to the principal or to his/her designee to receive such notice.
3. During the employee's normal working hours there will be a time allotment for the purpose of classroom preparation. Secondary employees shall have a minimum of one (1) regularly assigned class period each day which may be used for preparation time and during which the employee will not normally be assigned other regular duties. Elementary employees shall have designated preparation time within the class day. The principal or his/her designee shall designate a time and location for such preparation time. The principal or his/her designee may temporarily assign an employee to other duties during preparation time if the need arises; however, it is desirable for each employee to have an uninterrupted preparation period each day.
4. Secondary employees shall have duty-free lunch time of at least 110 minutes per each 5 working days and a designated preparation time totaling at least two hundred fifty (250) minutes for each five (5) day working period.
5. Elementary employees shall have duty-free lunch time totaling at least one hundred (100) minutes for a five (5) day working week. Designated preparation time totaling at least two hundred seventy (270) minutes for each six (6) working days. Exceptions to the totals indicated may be changed by mutual agreement of the employee and the principal or his/her designee.
6. Employees shall be required to attend staff meetings as scheduled by the building principal. The notice of any staff meeting shall be given to the employees involved at least one (1) day prior to meetings, except in cases of emergency. Employees may be required to remain after the end of the normal working day without additional compensation for the purpose of attending staff or other professional meetings a total of nine (9) days each year. Additional meetings shall not be scheduled so as to exceed the employee's normal working day, except in cases of emergency.
7. Two (2) days before the start of the school year shall be scheduled as In-service/Workday. At the end of the first (1st) and third (3rd) quarter, employees shall have one-half (1/2) day scheduled as a Workday. If the State requires an additional in-service contract day (s) and allocates sufficient funding for the day (s) payment will be paid per diem for each teacher. If State funding is insufficient to pay per diem each teacher will receive an amount equal to the percentage of hours worked based on the teacher's normal contracted day.

At the end of the first (1st) and second (2nd) semester, employees shall have one (1) Workday scheduled for each semester.

ARTICLE 9

REDUCTION AND RECALL OF STAFF

1. Whenever a reduction in employees is deemed necessary by the Board due to reasons such as decrease in enrollment, educational program changes, and budgetary or financial limitations, the procedures set forth in this Article shall be followed.
2. The Board shall first determine the number of employees to be reduced. The Superintendent and such other administrators as may be appropriate shall determine the individual employees to be reduced in accordance with the following:
3. The categories are:

1. Grades K-6

Middle and High School

Entire District

- | | |
|----------------------------|------------------------|
| 2. Language Arts | 12. Art |
| 3. Social Studies | 13. Music |
| 4. Mathematics | 14. Physical Education |
| 5. Science | 15. Librarians |
| 6. Foreign Language | 16. Counselors |
| 7. Home Economics | 17. Resource Teachers |
| 8. Industrial Arts | 18. Special Education |
| 9. Business Education | 19. Nurse |
| 10. Vocational Agriculture | 20. Others |
| 11. Health | |

4. The order of reduction within each category shall be pursuant to the procedures specified below:
 - Step 1. Normal attrition resulting from employees retiring, resigning or voluntarily transferring will be relied upon to extent it is administratively feasible.
 - Step 2. Staff members with emergency and/or temporary certification shall be reduced first unless needed to maintain a program.
 - Step 3. The remaining employees to be reduced will be determined with the categories as follows:
 - a. Each such category shall be considered as a separate unit. Within each category the following ranges of seniority shall apply: 1-2 years, 3,4,5,6,7,8,9 years, etc. No employee shall be reduced unless all the employees in the same category in the lower range (s) have been reduced or unless a less senior employee has been retained because of the need to maintain a program. (For example, an employee in the K-6 category with three [3] years of seniority shall not be reduced as long as there are employees in the K-6 category in the one-two (1-2) year range, unless such employees are needed to maintain a program.)

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- b. In addition to the category in which an employee is presently assigned, an employee may elect one (1) additional category, which will be known as the “secondary” category, in which his/her seniority will be considered in the event of staff reduction. To be considered in another such category, the employee must be certified for and have had previous teaching experience in the category, and the association must notify the Board in writing by September 30th of each year as to any additional category each employee wishes to be considered in.
 - c. For the purpose of this Article, seniority shall be defined in Article 14 of this Agreement
 - d. For the purpose of this Article, maintaining a program shall be defined as academic programs.
- 5. Employee reduced in any category may transfer to another category if qualified and certified, provided that there is a vacancy in the category.
 - 6. The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction by April 1st if possible, but no later than April 15th unless waived by the Association executive board, in which case notice shall be April 30th, as required by law. Such notice shall include specific written reasons for reduction of staff and layoff of such employee. The Superintendent or his/her designee shall meet within ten (10) working days with the employee or employees and the association representative (s) at a time mutually agreeable to all parties to discuss the reduction.
 - 7. If more than one (1) person on recall is certified and qualified for a position that becomes vacant the person with the most seniority in that category in this District will be recalled first (1st) regardless of time or reduction. If the seniority in that category is the same, then total seniority in the District will be used. If this is equal, then refer to Article 14 for seniority determination.
 - 8. No new or substitute appointments may be made while there are reduced employees available who are certified and qualified for the vacancies. Employees on recall will be given priority for any substitute position for which they are certified and qualified when advance notice of at least one (1) week of any impending absence is given by the employee presently in that position.
 - 9. An employee selected for recall shall be informed by the Board of his/her reemployment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Any such notice shall be mailed by certified mail, return receipt requested, to the last known address of the employee as shown on the District’s records. Within twenty-one (21) calendar days after an employee receives notice of reemployment, he/she must advise the Board in writing that he/she will be able to commence employment on the date specified in such notice. The date on the return receipt shall be considered the date the notice was received by the employee. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current address. Any and all reemployment rights granted to an employee shall terminate upon such employee’s failure to accept within twenty-one (21) calendar days any position offered to him/her.

10. An employee shall retain his/her rights to reemployment after reduction for a period of two (2) years following the date of the reduction. No employee shall be precluded from securing other employment during the reduction. During such reduction an employee has the right to continue group insurance programs by paying the premiums to the Board before the billing date, providing approval has been obtained from the insurance carrier
11. Any employee who is recalled after having been reduced shall be placed on the current salary schedule at the step immediately above the step in effect at the time of reduction. The employee shall receive credit on the salary schedule for experience gained in other school districts or additional qualifying education during the reduction period.
12. Any employee who is recalled will continue seniority accumulated at the time of reduction unless they enter a new category in which they have had no previous experience in that category in this District. Employees entering such new category will be granted one-half (1/2) of their accumulated seniority. This provision applies to employees entering such categories after July 1, 1985.

ARTICLE 10

EMPLOYEE EVALUATION PROCEDURE

1. Within four (4) weeks after the beginning of the school year employees shall be acquainted by the Superintendent or his/her designee with the evaluation procedures to be observed
2. The performance of employees in their first (1st) and second (2nd) year in District shall be formally evaluated a minimum of two (2) times each school year and as deemed practical and necessary by the Superintendent or his/her designee. There shall be at least a fifteen (15) working day period between each formal evaluation unless otherwise requested by the employee.
3. Observations of the work performance of an employee shall be conducted openly for the purpose of improving the educational program.
4. the evaluator and the employee shall meet at a mutually agreeable time with eight (8) working days following any formal classroom evaluation. Both parties shall sign a written evaluation and assigned copy shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.
5. Copies of such written evaluations shall be submitted to the Superintendent in such a manner and at such times as may be determined by the Superintendent.
6. All employee evaluations are to be fair and accurate. All employees except probationary employees under section 279.19 may file a grievance under Article 2, Grievance Procedure, concerning the fairness and/or accuracy of an evaluation, if the overall evaluation is unsatisfactory.
7. These provisions deal with but a single method of employee evaluation; i.e., of classroom teaching performance.
8. An employee, presently under contract, shall have the right to review the contents of his/her own personnel file during business hours with reasonable notice and security provisions. A representative of the Association may, at the employee's request, accompany the employee in this review. Confidential job recommendations shall be excluded. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of the said file.
9. Any complaints directed towards an employee which are placed in his/her personnel file are to be call to the employee's attention in writing within ten (10) days of the complaint.

ARTICLE 11

TRANSFER PROCEDURES

The Board has the primary legal responsibility for providing an educational program for the students of the District. The Board has sole discretion in the recruitment, assignment and transfer of employees of the District. This exclusive Board right encompasses all grade, subject, activity or building assignments, whether permanent or otherwise.

Changes in the assignment may be made at the initiative of the Board through its Superintendent or principal at any time.

Definitions

The movement of an employee to a different grade level, subject area or building shall be considered a transfer.

A. Voluntary Transfers

1. The Board shall post in all school buildings a list of the anticipated vacancies which may occur during the school year and/or for the following school year as soon as the Board is sure of said vacancy.
2. All requests for transfer shall be made in writing to the Superintendent giving specific reason (s) for requesting the transfer. Such requests for transfer for the following year shall be submitted not later than May 1st and for the second (2nd) semester such request shall be submitted not later than December 1st. Requests for transfer to posted vacancies must be filed within fifteen (15) calendar days of posting, except for teacher vacancies that occur and are posted after July 11th with have five (5) calendar days to apply for the teaching vacancies. E-mail notification will be sent to staff through the North-Linn Community School District E-mail system during summer break for posted teaching vacancies.
3. The consideration of transfer of an employee shall be based on qualifications and certification.
4. Written notice of transfer shall be given to the employee (s) concerned as soon as practicable.
5. request for transfers are kept for only one (1) school year. Renewal must be made each year.

B. Involuntary Transfer

In the event than no employees have voluntarily filed requests for transfer, it is understood that the Board has the authority to transfer employees. Such involuntary transfers shall not be made for arbitrary and capricious reasons.

The following procedures shall apply:

1. When a position is to be filled by means of involuntary transfer, an employee shall be notified, confirmed in writing if requested, and shall be entitled to a conference with the Superintendent or his/her designee to discuss the reason (s) for said transfer. At the request of the employee, the Superintendent shall set forth in writing the procedures used in the determination of said transfer. If requested by the employee, the recognized Association representative may be present at the time of the conference.

In the event that an employee objects to the transfer or reassignment on the basis of the reason (s) provided at this meeting, the employee may appeal the involuntary transfer or reassignment through the procedures provided in Memorandum of Agreement 3 entitled Board/Association Communication.

2. The employee shall be notified of any intended transfer to the following school year by May 1st except in emergency.

ARTICLE 12

HEALTH PROVISIONS

1. A physical examination is required of all new employees. After an offer of employment is made and before or within six weeks of the beginning of service, certification of fitness to perform tasks assigned which shall be in the form of a written report of a physical examination by a licensed physician and surgeon, osteopathic physician and surgeon, osteopath, or qualified doctor of chiropractic, licensed physician assistant, or advanced registered nurse practitioner shall be on file.
2. Forms of examination shall be provided by the district office and the cost shall be paid by the Board in an amount not to exceed one hundred and twenty dollars (\$120.00).
3. All bills for physicals shall be submitted to the health insurance carrier and the district cost will be the lesser of the above amount or the amount not paid by the insurance carrier.

ARTICLE 13

SAFETY PROVISIONS

1. The Board shall make reasonable provisions for the safety and health of the employees during the hours of their employment.
2. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which may endanger their health, safety or well-being.
3. An employee may, within the scope of his/her employment, and pursuant to Board policies, administrative regulations and directives, using no more force than is reasonable and necessary, take appropriate action in self defense and to protect students who are under the care or supervision of school authorities and/or other persons employed by the Board and/or Board property. This paragraph shall not be construed as to condone any action which is in any respect not lawful.
4. Employees shall immediately report cases of assault suffered by them in connection with their employment to the principal or his/her designee and, upon direction, to the police and other authorities.
5. The Superintendent or his/her designee shall provide appropriate assistance to the assaulted employee for needed liaison with the police and other authorities.
6. The Board shall reimburse employees for the reasonable cost of personal property, other than clothing or accessories, which has been brought to the school for use in the instructional program and which was damaged or destroyed during that use. A list of all personal property will be placed on file with the principal before being brought to school.

ARTICLE 14

SENIORITY PROVISIONS

Seniority shall be defined as the length of current consecutive employment in the North-Linn Community School district and shall be computed from the date the employee begins his/her employment for the academic year. Employee recalled but not in consecutive years will be granted seniority as specified in Article 9, #12. Employees who work less than full-time shall receive pro-rated seniority accumulation.

If two (2) or more employees have the same accumulated seniority, the relative order of seniority among them for the purpose of this Agreement shall be determined by adding previous teaching experience to the accumulated seniority. If two (2) or more employees still have the same accumulated seniority, the relative order of seniority among them for the purpose of this Agreement shall be determined by additional college and/or recertification credits beyond the B.A. degree, then if all is still equal, said employees shall draw lots.

ARTICLE 15

COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

A. Duration Period

This agreement shall become effective July 1, 2006 and shall be in full force and effect through June 30, 2007

B. Signature Clause

This Agreement is executed and agreed upon this 19th day of April, 2006

North-Linn Education Association

By MK Ackermann
President

By Jennifer L. Bowen
Chief Negotiator

North-Linn Board of Directors

By Richard Balch
President

By Richard Balch
Chief Negotiator

SCHEDULE A
SALARY SCHEDULE **2006-2007**

Step	BA	BA+12	BA+24	BA+36	MA	MA+12
1	25,275 1.000	26,261 1.039	27,246 1.078	28,232 1.117	29,218 1.156	30,204 1.195
2	26,261 1.039	27,246 1.078	28,232 1.117	29,218 1.156	30,204 1.195	31,189 1.234
3	27,246 1.078	28,232 1.117	29,218 1.156	30,204 1.195	31,189 1.234	32,175 1.273
4	28,232 1.117	29,218 1.156	30,204 1.195	31,189 1.234	32,175 1.273	33,161 1.312
5	29,218 1.156	30,204 1.195	31,189 1.234	32,175 1.273	33,161 1.312	34,147 1.351
6	30,204 1.195	31,189 1.234	32,175 1.273	33,161 1.312	34,147 1.351	35,132 1.390
7	31,189 1.234	32,175 1.273	33,161 1.312	34,147 1.351	35,132 1.390	36,118 1.429
8	32,175 1.273	33,161 1.312	34,147 1.351	35,132 1.390	36,118 1.429	37,104 1.468
9	33,161 1.312	34,147 1.351	35,132 1.390	36,118 1.429	37,104 1.468	38,089 1.507
10	34,147 1.351	35,132 1.390	36,118 1.429	37,104 1.468	38,089 1.507	39,075 1.546
11	35,132 1.390	36,118 1.429	37,104 1.468	38,089 1.507	39,075 1.546	40,061 1.585
12	36,118 1.429	37,104 1.468	38,089 1.507	39,075 1.546	40,061 1.585	41,047 1.624
13	37,104 1.468	38,089 1.507	39,075 1.546	40,061 1.585	41,047 1.624	42,032 1.663
14		39,075 1.546	40,061 1.585	41,047 1.624	42,032 1.663	43,018 1.702
15			41,047 1.624	42,032 1.663	43,018 1.702	44,004 1.741
16				43,018 1.702	44,004 1.741	44,990 1.780
17					44,990 1.780	45,975 1.819
18						46,961 1.858

Note: Career Increment set at 3.3%

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SCHEDULE B 2006-2007
EXTRA CURRICULAR COMPENSATION

Salary allowances for special assignments are made on experience in supervising this active in the district. Up to three years experience may be brought in from outside.

\$ 25,275 Base Salary

A. Head Coaches: Football, Volleyball, Boys Basketball, Girls basketball, Wrestling Baseball, Softball, Boys Track, Girls Track

First year in district	13.0% of Base Salary	\$	3,286
second year in district	13.5% of Base Salary	\$	3,412
Third year in district	14.0% of Base Salary	\$	3,539
Fourth year in district	14.5% of Base Salary	\$	3,665
Fifth year in district	15.0% of Base Salary	\$	3,791
Sixth year in district	15.5% of Base Salary	\$	3,918

B. Assistant Coaches: Football, Volleyball, Baseball, Softball, weight room coordinator

First year in district	7.0% of Base Salary	\$	1,769
second year in district	7.5% of Base Salary	\$	1,896
Third year in district	8.0% of Base Salary	\$	2,022
Fourth year in district	9.0% of Base Salary	\$	2,275
Fifth year in district	10.0% of Base Salary	\$	2,528
Sixth year in district	11.0% of Base Salary	\$	2,780

Refer to additional page for asst basketball and wrestling

C. Other Head Coaches: Boys Cross Country, Girls Cross Country, Boys Golf, Girls Golf

Boys and girls golf assignments will be made
only if numbers warrant it.

First year in district	8.0% of Base Salary	\$	2,022
second year in district	8.5% of Base Salary	\$	2,148
Third year in district	9.0% of Base Salary	\$	2,275
Fourth year in district	10.0% of Base Salary	\$	2,528
Fifth year in district	11.0% of Base Salary	\$	2,780
Sixth year in district	12.0% of Base Salary	\$	3,033

D. Middle School Head Coaches: Football, Wrestling, Boys Basketball, Girls Basketball, Volleyball

First year in district	6.0% of Base Salary	\$	1,517
second year in district	7.0% of Base Salary	\$	1,769
Third year in district	8.0% of Base Salary	\$	2,022
Fourth year in district	9.0% of Base Salary	\$	2,275
Fifth year in district	9.5% of Base Salary	\$	2,401
Sixth year in district	10.0% of Base Salary	\$	2,528

E. Middle School Head Coaches: Track, Baseball, Softball

First year in district	4.0% of Base Salary	\$	1,011
second year in district	5.0% of Base Salary	\$	1,264
Third year in district	6.0% of Base Salary	\$	1,517
Fourth year in district	7.0% of Base Salary	\$	1,769
Fifth year in district	7.5% of Base Salary	\$	1,896
Sixth year in district	8.0% of Base Salary	\$	2,022

Middle School Assistant coaches: Football, Wrestling, Boys Basketball, Girls Basketball, Volleyball, Track, Baseball, Softball

First year in district	3.0% of Base Salary	\$	758
second year in district	3.5% of Base Salary	\$	885
Third year in district	4.0% of Base Salary	\$	1,011
Fourth year in district	5.0% of Base Salary	\$	1,264
Fifth year in district	6.0% of Base Salary	\$	1,517
Sixth year in district	7.0% of Base Salary	\$	1,769

F. High School Assistant Track & Golf * to be assigned by administration if numbers warrant.

First year in district	5.0% of Base Salary	\$	1,264
second year in district	6.0% of Base Salary	\$	1,517
Third year in district	7.0% of Base Salary	\$	1,769
Fourth year in district	8.0% of Base Salary	\$	2,022
Fifth year in district	8.5% of Base Salary	\$	2,148
Sixth year in district	9.0% of Base Salary	\$	2,275

G. Music: K-12

MS/HS Band	8.5% of Base Salary	\$	2,148
HS Vocal	7.5% of Base Salary	\$	1,896
Variety Show (vocal)	1.5% of Base Salary	\$	379
HS Musical	2.0% of Base Salary	\$	506
Pep Band	1.5% of Base Salary	\$	379
Middle School Vocal	1.0% of Base Salary	\$	253
Elem Band	1.0% of Base Salary	\$	253
Elem Musical	1.0% of Base Salary	\$	253

OTHER

FHA	4.0% of Base Salary	\$	1,011
Annual	7.0% of Base Salary	\$	1,769
Speech - Group/Indv.			
First year	5.0% of Base Salary	\$	1,264
second year	6.0% of Base Salary	\$	1,517
Third year	7.0% of Base Salary	\$	1,769
Fourth year	7.5% of Base Salary	\$	1,896
Fifth year	8.0% of Base Salary	\$	2,022
Asst. Speech	2.75% of Base Salary	\$	695
FFA	4.0% of Base Salary	\$	1,011
FBLA	5.0% of Base Salary	\$	1,264
Jr. Class Sponsor	3.0% of Base Salar	*** \$	758
Honor Society Sponsor	1.5% of Base Salary	\$	379
HS Cheerleading Sponsor	5.0% of Base Salary	\$	1,264
MS Cheerleading Sponsor	1.0% of Base Salary	\$	253
(per Season)			
MS Honor Society Sponsor	1.0% of Base Salary	\$	253
Girls Var & MS BB Chaperone	1.0% of Base Salary	\$	253
St. Council Sponsor	1.0% of Base Salary	\$	253
(divide equally)			
Pom Poms	2.5% of Base Salary	\$	632
Driver Ed. (Per Student)			\$160
Bus Chaperone		** \$	19
Timekeepers, linesman, scorekeeper		* \$	22
Football Ticket sales		* \$	18
Other Ticket Sales		* \$	17
Scouting (as required by head coach and approved by principal)		\$20.00 Scouting Per Night	
Middle School Time/Score Keeper		\$	10

* Saturday assignments in these categories or volleyball timekeeper, lineman, and scorekeeper scheduled for more than three (3) hours shall receive an additional five dollars. (\$5.00)

** Trips outside the conference area will be negotiated between the district designee and the employee involved.

*** Divide salary according to agreement of sponsors

Assistant Varsity/JV Wrestling

First year in district	8.0% of Base Salary	\$	2,022
second year in district	8.5% of Base Salary	\$	2,148
Third year in district	9.0% of Base Salary	\$	2,275
Fourth year in district	10.0% of Base Salary	\$	2,528
Fifth year in district	11.0% of Base Salary	\$	2,780
Sixth year in district	12.0% of Base Salary	\$	3,033

Assistant Varsity/JV Basketball - Boys and Girls

First year in district	9.0% of Base Salary	\$	2,275
second year in district	9.5% of Base Salary	\$	2,401
Third year in district	10.0% of Base Salary	\$	2,528
Fourth year in district	11.0% of Base Salary	\$	2,780
Fifth year in district	12.0% of Base Salary	\$	3,033
Sixth year in district	13.0% of Base Salary	\$	3,286

1

North-Linn Community School District

Circle One:

Center

Type 1 Grievance

Type 2 Grievance

Name of Grievant

A. Date Alleged Violation Occurred _____

B. Section(s) of Agreement Violated _____
(Fill in only if a type 1 grievance)

C. Statement of Grievance

D. Relief Sought

	Signature of Grievant	Date
E.	Disposition by Principal	

Signature of Principal	Date
------------------------	------

F. Disposition: Accepted _____ Rejected _____
Comments _____

Signature of Grievant _____ Date _____

• • • • •

B. Disposition by Superintendent or his/her Designee _____

C. Disposition: Accepted _____ Rejected _____

Comments _____

FOURTH STEP (For Type 1 Grievances Only)

D. A copy of the Arbitrator's decision is attached to this report.

SCHEDULE E

AUTHORIZATION FOR DUES DEDUCTIONS

I, the undersigned, authorize the North-Linn Community School District to withhold from my salary the professional dues which are normally paid through the North-Linn Education Association. One-tenth (1/10th) of the total amount of the dues will be withheld each month for ten (10) consecutive months.

I understand that this Agreement is binding for one (1) contract year. In the event my contract is terminated, the balance of dues payable will be deducted from my last check.

NEA _____

SEA _____

ECUU(UNI SERV) _____

LOCAL _____

NEA FUND FOR CHILDREN AND PUBLIC EDUCATION _____(OPTIONAL)

ISEA SCHOLARSHIP _____ (Optional)

TOTAL _____

EMPLOYEE SIGNATURE _____

SCHEDULE F

EDUCATIONAL ADVANCEMENT REQUEST

Deadline for filing Schedule F. is September 5th of current year

Name _____

Center _____

Position _____

I have completed the following educational requirements to advance horizontally on the salary schedule from _____ to _____.

I will have official transcripts of earned credits in the Superintendent's office by December 15th.

<u>Graduate Semester</u>	<u>Institution Attended</u>	<u>Name of Course</u>	<u>When Course was Taken</u>	<u>Hours</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Employee Signature

Date

MEMORANDUMS OF AGREEMENT

The following represent Memorandums of Agreement reached during negotiations between North-Linn Board of Directors and the North-Linn Education Association.

These agreements are outside the negotiated master agreement and are not subject to type 1 grievance procedures shown in the agreement.

Unless otherwise indicated, these Memorandums of Agreement are to remain in effect.

MEMORANDUM OF AGREEMENT 1

NOTIFICATION OF EMPLOYEE ASSIGNMENTS

Each employee shall be given a written tentative schedule of academic and room assignments for the forthcoming year by the end of this school year.

MEMORANDUM OF AGREEMENT 2
INSTRUCTIONAL ADVISORY COUNCIL

A. Organization

1. Purpose

An Instructional Advisory Council shall be established and shall initially meet no later than September 15th. The purpose of the Council shall be to strengthen the educational program through recommendations and research in an effort to best meet the needs of the students, the school and the community.

2. Membership

The Instructional Advisory Council shall consist of the Superintendent, the principals, and two (2) employee representatives from each center. The representatives shall be selected by the employees in each center.

3. Meetings

The Council shall meet at least once each month if items for the agenda are brought to the attention of the Superintendent's office thirty six (36) hours prior to the time of the scheduled meeting.

If a meeting is not held during a month, an emergency meeting may be requested by submitting agenda item(s) and a request for a meeting to the Superintendent's office.

B. Reports

The Board shall consider and study all written recommendations submitted by the Council for action.

C. Released Time

Employee members of the Instructional Advisory Council shall be granted released time during the regular work day, as approved by the Superintendent, to fulfill their responsibilities.

MEMORANDUM OF AGREEMENT 3

BOARD/ASSOCIATION COMMUNICATION

The Board and the Association hereby agree that the Association may at any time during the duration of the Agreement contact the Board's Chief Negotiator or other designated representative(s) regarding any aspect of the Agreement, any potential grievance or complaint or any grievance in process.

The purpose of such contact will be to provide additional communication between the Board and the Association concerning the resolution of problems that may from time to time arise during the duration of the Agreement.

MEMORANDUM OF AGREEMENT 4

EMERGENCY NOTIFICATION PROCEDURE

In the event of an emergency in any building and for some reason the administrator is not in the building, the District office will be called. The Superintendent shall designate an administrator in charge of each building and the designee shall be immediately notified.

MEMORANDUM OF AGREEMENT 5

REDUCTION OF STAFF ARTICLE 9, PARAGRAPH 4, STEP 3 (b)

The following information is intended to clarify questions that may arise regarding the selection of an additional category by an employee pursuant to Master Agreement, Article 9, Reduction and Recall of Staff, and is intended to indicate the intention of the parties in negotiating the Article:

1. In the event an employee is presently assigned to more than one (1) category, the category in which an employee is assigned for the majority of his/her time will be considered the employee's primary category. Consideration in any other category will be based on the employee's selection as per the provisions of this Article.

If the employee is assigned equally in two (2) or more categories, the employee shall select the primary and secondary category prior to September 30th of each year as per provisions of this Article.

2. Reference to "previous teaching experience" in this Article shall mean that the employee was regularly assigned to the category designated. Previous teaching experience may have been in either the North-Linn Community School District or in another district in which the employee was previously employed.
3. By September 30th of each year the Association must furnish a list to the Board of the primary and secondary categories of each employee.
4. Accumulated seniority of a part-time person may be used in consideration of a full-time position.
5. By October 30th the district will provide a seniority list to the Association. The Association will post the seniority list.

MEMORANDUM OF AGREEMENT 6

PHASE II

Phase II money received will continue to be figured on a separate index for the 2001-2002 school year. The Phase II funds will be divided by total regular salary schedule salaries which will equal the percent of individual salaries the employees will receive from Phase II funds.

LETTER OF UNDERSTANDING

When the Superintendent and Association President jointly agree that an employee has 6 or more preparations per semester, that employee will receive the sum of \$335 as additional compensation for each preparation of 6 or more per semester. A preparation is defined as different courses or level of courses requiring separate or different planning.

North-Linn Education Association North-Linn Community School District

By _____ By _____